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9

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 OAKLAND DIVISION

13 ONE PASS, LLC, a California Limited Liability  
14 Company,

15 Plaintiff,

16 v.

17 WEISSER DISTRIBUTING, INC., a South  
Dakota Corporation, doing business as TOOL  
18 DEALS, AUTOBODYNOW and ABN; and  
DOES 1-10, inclusive,

19 Defendants.  
20

Case No.: 4:17-cv-05798-YGR

**STIPULATION FOR ENTRY OF  
PERMANENT INJUNCTION AGAINST  
DEFENDANT WEISSER  
DISTRIBUTING, INC.**

**Hon. District Judge Yvonne Gonzalez  
Rogers**

21  
22 Plaintiff ONE PASS, LLC ("Plaintiff"), and Defendant WEISSER DISTRIBUTING,  
23 INC. ("Defendant"), hereby and/or through their respective counsel of record, stipulate to entry  
24 of a Permanent Injunction against Defendant in the form and content found within the  
25 [Proposed] Permanent Injunction and Dismissal of Entire Action filed concurrently herewith.  
26 The parties hereto stipulate and agree as follows:

27 1. This case involves Plaintiff's claims of Trademark Infringement arising under 15  
28 United States Code ("U.S.C.") §1114, False Designation of Origin under 15 U.S.C. §1125(a),

1 Unfair Business Practices pursuant to California Business & Professions Code §17200, and  
2 Patent Infringement arising under 35 U.S.C. §271.

3 2. The Court has supplemental jurisdiction over Plaintiff's claims arising under  
4 California statutory and common law pursuant to 28 U.S.C. §1367 because they are so related to  
5 the federal claims as to form part of the same case or controversy.

6 3. Plaintiff is the manufacturer and source of devices for cleaning automobiles,  
7 devices for removing liquids and/or debris from automobiles, and cleaning, polishing, scouring,  
8 and abrasive preparations for automobiles, boats, recreational vehicles, trailers, motorcycles,  
9 trucks and aircrafts, and uses and own various trademarks, patents, and other intellectual  
10 properties on and in connection with such products and services, including, among others, its T-  
11 BAR® word and design marks ("One Pass' Trademarks") numbered 2,943,348, and patents  
12 numbered 5,920,947, 7,627,924, 7,861,362, 7,757,336, 7,134,163, 7,363,678, 6,126,756,  
13 6,796,000, and 6,243,911 ("One Pass Patents"), along with various other trademark and patent  
14 applications and registrations therefore in the United States (collectively hereinafter referred to  
15 as "One Pass' Intellectual Properties").

16 4. Consumers and/or purchasers in the United States have come to recognize One  
17 Pass' Intellectual Properties, including but not limited to the One Pass' Trademarks, and  
18 Plaintiff has acquired a valuable reputation and goodwill among the public as a result of such  
19 association.

20 5. Defendant acknowledges and does not contest that it purchased and acquired  
21 products which infringe upon One Pass' Patents, and which were sold in conjunction with the  
22 violation of Plaintiff's rights in One Pass' Trademarks.

23 6. Defendant acknowledges and does not contest that it offered for sale, sold, and  
24 distributed infringing water blades using One Pass' Trademarks, and embodying and comprised  
25 of One Pass' Patents, to consumers, without Plaintiff's authorization.

26 7. Defendant acknowledges and does not contest Plaintiff's exclusive rights in and  
27 to One Pass' Intellectual Properties, including the One Pass' Trademarks and One Pass' Patents,  
28

1 and Defendant acknowledges and does not contest Plaintiff's exclusive right to distribute  
2 products embodying, comprised of, utilizing, and/or bearing One Pass' Intellectual Properties.

3 8. Plaintiff has no adequate remedy at law for the alleged acts of Defendant  
4 complained of herein, or for the alleged acts of any third parties who have allegedly acted in  
5 concert with and at the direction of Defendant, as injury to Plaintiff's reputation, goodwill and  
6 One Pass' Intellectual Properties cannot be quantified and such injury cannot be compensated  
7 by monetary amounts.

8 9. Plaintiff and Defendant hereby acknowledge and agree to the terms of the  
9 [Proposed] Permanent Injunction and Dismissal of Entire Action against Defendant filed  
10 concurrently herewith.

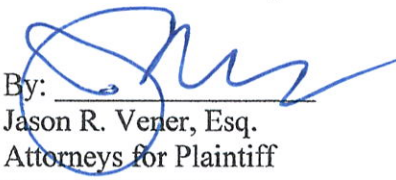
11 10. In Settlement of this matter, Defendant will be making an agreed-upon payment  
12 to Plaintiff, as more particularly described in a separate Confidential Settlement Agreement.

13 11. Upon entry by the Court of the [Proposed] Permanent Injunction against  
14 Defendant filed concurrently herewith, the case shall be dismissed in its entirety.

15 IT IS SO STIPULATED by the parties hereto.

16  
17 DATED: January 14, 2018

JOHNSON & PHAM, LLP

18  
19 By:   
20 Jason R. Vener, Esq.  
21 Attorneys for Plaintiff  
22 ONE PASS, LLC

23  
24 DATED: January 15, 2018

WIESSER DISTRIBUTING, INC.

25  
26 By:   
27 Its: VP